

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA
AND
YUMA COUNTY, THE CITY OF YUMA, THE CITY OF SAN LUIS,
THE TOWN OF WELLTON AND THE COCOPA INDIAN TRIBE

AREA SERVICE HIGHWAY PROJECT AGREEMENT

THIS AGREEMENT, entered into 7 January, 1998 pursuant to A.R.S. § 11-951 through § 11-954, by and between the STATE OF ARIZONA, acting by and through the DEPARTMENT OF TRANSPORTATION, (the "State"), the COUNTY OF YUMA (the "County"), the CITY OF YUMA and the CITY OF SAN LUIS (the "Cities"), the TOWN OF WELLTON (the "Town") and the COCOPA INDIAN TRIBE (the "Tribe"), collectively sometimes hereinafter referred to as "LOCAL GOVERNMENTAL UNITS" or "LOCAL GOVERNMENTAL UNIT".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Cities are empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and have by resolution, copies of which are attached hereto and made a part hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of the Cities.

3. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

4. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

5. The Tribe is empowered by Tribal Council Resolution to enter into this agreement, a copy of which is attached hereto and made a part hereof, and has authorized the undersigned to execute this agreement on behalf of the Tribe.

NO. 22915
Filed with the Secretary of State
Date Filed: 01/07/99

Betty Gayles
Secretary of State

By Vicky D. Greenwood

6. The parties have determined that it is to their mutual benefit to enter into an agreement for construction of an Area Service Highway from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate B-8 at its intersection with County 6 ½ E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein. Said construction of this highway shall herein after be referred to as the "Project".

II. SCOPE

1. The participation in the total actual costs of the Project shall be as follows:

a. The Local Governmental Units shall bear Twenty Eight Million Dollars (\$28,000,000) of the total actual cost upon completion of the Project. This \$28,000,000 will reflect Fourteen Million One Hundred Thousand Dollars (\$14,100,000) in turn back credits and Seven Hundred Fifty Thousand Dollars (\$750,000) in TEA-21 Project appropriated funds credit for a local balance of Thirteen Million One Hundred Fifty Thousand Dollars (\$13,150,000). Any individual share of the Local Governmental Units' \$13,150,000 share of the cost shall be determined according to the following percentages if necessary:

County of Yuma	52.48%
City of Yuma	42.35%
City of San Luis	4.13%
Town of Wellton	0.69%
Cocopah Indian Tribe	0.35%

b. The total actual cost of the Project will be the sum of the actual costs for highway construction, interchange construction, environmental assessment compliance, all civil and structural engineering and the costs of all rights-of-way and associated costs obtained for the Project.

c. Should a majority of the qualified electors voting at a County-wide special election or majority of the qualified electors voting on a ballot proposition at a general election approve a transportation excise tax pursuant to A.R.S. Section 42-6107, then in that case that portion of the funds to be raised by the excise tax for the highway, the subject of this Agreement, shall be applied to the Local Governmental Units \$13,150,000 share of the balance due after turn back, as identified in Paragraph II. (4) and grant credits. If after application of the funds raised by the excise tax, there remains a balance due to the State, it shall be apportioned between the Local Governmental Units as otherwise provided in the percentages in II. (a) above. Should an election not result in approval of the transportation excise tax then any money due the State shall be paid by each participating Governmental Unit according to the percentages in II. (a) above.

2. The total actual cost of the Project will not be determined until final audit close-out of engineering and construction contracts.

3. The State will:

a. Provide all necessary rights of way for the highway and interchanges.

b. Perform all engineering for the project.

c. Administer the Project in accordance with state and federal requirements. Provide direction and approve all project requirements, process project documents through the Federal Highway Administration, conduct necessary hearings and advertise, award and administer the San Luis to Interstate B-8 Area Service Highway Construction Contract.

4. Turn backs:

The Local Governmental Units shall waive the requirements of A.R.S. 28-7209 (formerly 28-106) and accept into their respective Road System such portions of state highway that lie within the boundaries of their respective governmental unit and as set forth in Exhibit B. Said acceptance into the Local Road Systems shall take place upon completion of the Project after adoption of a Resolution of the State Transportation Board abandoning ownership jurisdiction and maintenance responsibility and the Local Governmental Unit shall thereafter assume and maintain as part of its Road System said highways. Prior to completion of the Project, the State shall be responsible for maintaining said state highways, shall bear all costs of maintenance and repair and shall not take steps to abandon any portion of said state highways prior to the date of completion, unless agreed upon by both affected parties. In consideration of the above transfer of ownership jurisdiction and maintenance responsibility, the Local Governmental Units shall receive the total credit of Fourteen Million One Hundred Thousand Dollars (\$14,100,000) toward their \$28,000,000 share of the total actual costs which shall first be deducted from the Local Governmental Units' \$28,000,000 share before determining the share of any individual Local Governmental Unit.

In addition to the turnbacks as described in Exhibit "B" hereto, the parties acknowledge that upon completion of the Project, the subject of this Agreement, that it is the intention of the State to further abandon State Highway U.S. 95 from County 11th Street to County 23rd Street in the City of San Luis. It is further acknowledged that this turnback is not the subject of this agreement but will occur outside this Agreement pursuant to the procedure set forth in A.R.S. Section 28-7209.

5. The \$750,000 allocated toward construction of the Area Service Highway by the U.S. Congress under the Transportation Equity Act for the Twenty First Century, (TEA-21), shall be a credit toward the Local Governmental Units' \$28,000,000 share will shall first be deducted from the Local Governmental Units \$28,000,000 share before determining the share of any individual Local Governmental Unit.

6. Additional State Route:

At such time as the abandonment of ownership, jurisdiction and maintenance responsibility, has been completed by the State and the same accepted by the Local Governmental Units, the State shall designate that portion of Avenue 6½ E where it intersects with State Route U.S. Highway 95 to its intersection with the Area Service Highway, the subject of this agreement, as a State Highway pursuant to A.R.S. Section 28-7043.

7. Intersecting Local Highways:

At all points where highways within the Local Governmental Units Road System intercept the Area Service Highway, the limits of the State's responsibility will be to a point agreed upon by the respective parties at the time of completion of construction and will be based on requirements for good intersection and interchange operations as the case may be; provided, however, that such point(s) shall in no case be beyond or outside of the State right-of-way required for the Area Service Highway roadway. The respective parties shall reduce the agreed upon points of interception to written agreement with attached maps showing the exact points of interception, by addendum/admendment to this agreement. Local Government roadway rights of way required by the State for the performance of this agreement shall be conveyed to the State by the Local Government Unit in a comparable manner to that in which title is held by the Local Government Unit, i.e.; fee title or easement. If title is held in fee by the Local Government Unit, the rights-of-way shall be conveyed to the State at no cost to the State.

III. MISCELLANEOUS PROVISIONS

1. This Agreement is subject to the approval of the Arizona State Transportation Board and funding being appropriated initially for the Five Year Transportation Facilities Construction Program for 2000-2004. Each party to this Agreement covenants to the other that it shall set aside sufficient funds to cover the cost of fulfilling their respective responsibilities set forth in this agreement, subject to State budget laws.

2. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for Public Works contracts in A.R.S. Section 12-1501, et seq.

3. This Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

4. This Agreement is subject to cancellation pursuant to Arizona Revised Statutes, Section 38-511.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This Agreement shall terminate upon completion of all of the following:

- a. Completion of the Project;
- b. Payment of all cash payments due pursuant to this Agreement;
- c. Final transfer into the Local Governmental Units Road Systems those roads agreed upon herein.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

YUMA COUNTY

By: Casey Prochaska
KATHRYN "CASEY" PROCHASKA
Chairman, Board of Supervisors

ATTEST:

By: Wally Hill
Wally Hill
Clerk of the Board

CITY OF YUMA

By: Marilyn R. Young
MARILYN R. YOUNG
Mayor


By: Joyce A. Wilson
JOYCE A. WILSON
City Administrator

ATTEST:


By: Brigitte K Stanz
BRIGITTE STANZ
City Clerk


CITY OF SAN LUIS

By: 
ALEX JOE HARPER
Mayor

ATTEST:

By: 
ALEX U. RUIZ
City Clerk


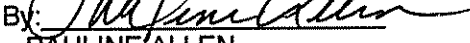
TOWN OF WELLTON

By: 
JOHN A. NUSSBAUMER
Mayor

ATTEST:
By: 
BECKY J. HOPKINS
Deputy Town Clerk

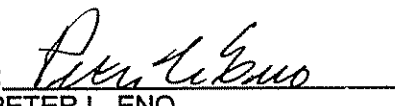
COCOPA INDIAN TRIBE

By: 
SHERRY CORDOVA
Chairperson

ATTEST:

By: 
PAULINE ALLEN
Secretary

STATE OF ARIZONA
Department of Transportation

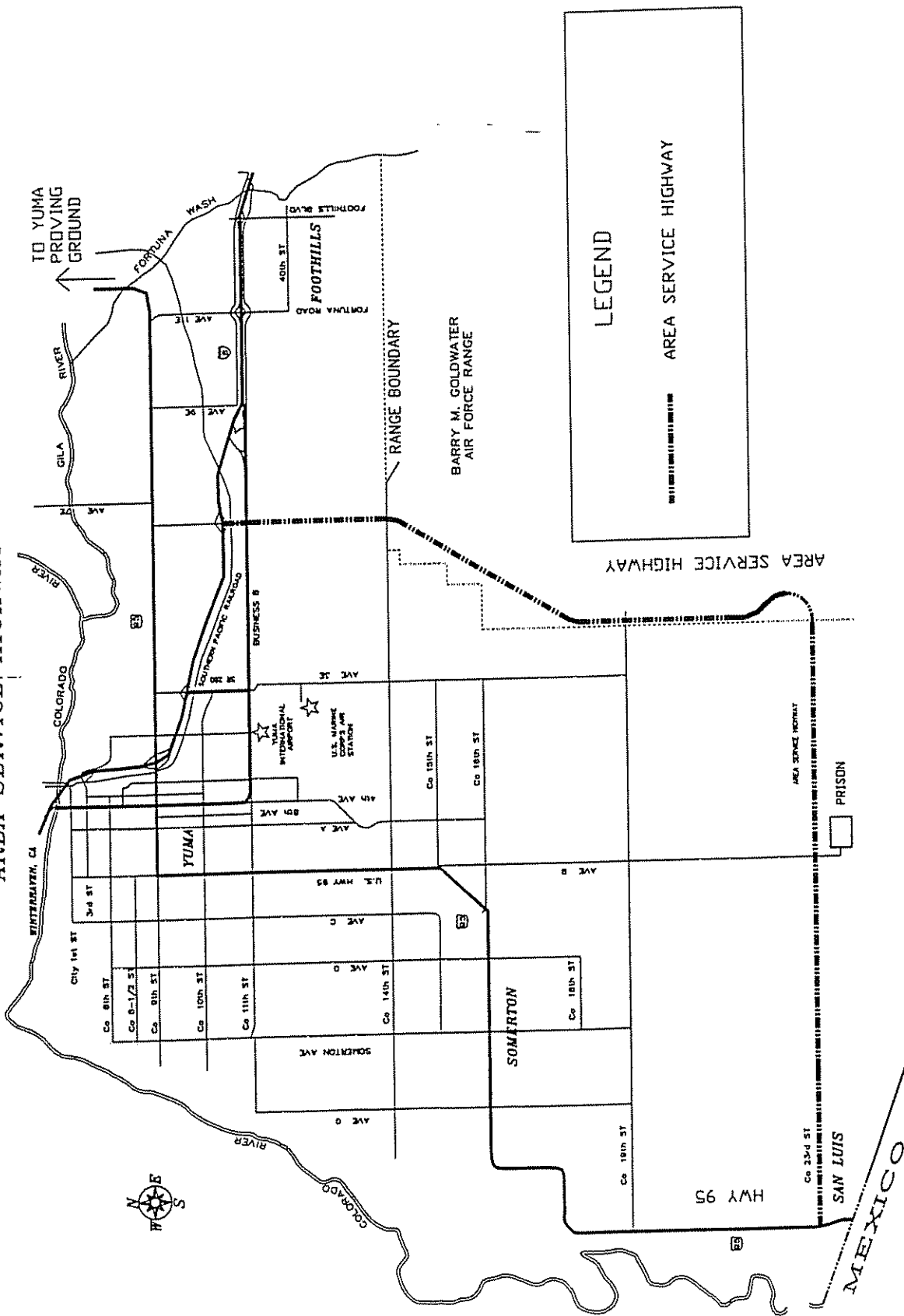
By: 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST:
By: 
PETER L. ENO
Contract Administrator

17nov

EXHIBIT A

AREA SERVICE HIGHWAY



LEGEND

AREA SERVICE HIGHWAY

EXHIBIT B**PROPOSED TURNBACK VALUES****US95****SEGMENT A:**

32nd Street to 26th Street (3" R..R. + 1/2" ACFC)
 .75 miles @ \$336,000/mile = \$255,000

Subtotal **\$255,000**

SEGMENT B:

26th Street to 16th Street
 1.34 miles subgrade & subgrade treatment) \$100,000
 1.34 miles AB class II {5200 cubic yards @ \$18.00/cuyd} \$95,000
 1.34 miles 6"AC @ \$520,000/mile \$700,000
 1.34 miles ACFC @ \$60,000/mile \$80,000
 Intersection Improvement \$475,000
 storm sewer repair \$100,000
 Misc. sidewalk/curb & gutter repair \$100,000

Subtotal **\$1.65 million**
Running Total **\$1.91 million**

SEGMENT C:

16th street to 4th Avenue (3" R..R. + 1/2" ACFC)
 1.5 miles @ \$336,000/mile = \$505,000
 16th Street pumphouse(rehabilitation) \$50,000

Subtotal **\$555,000**
Running Total **\$2.46 million**

SEGMENT D:

4th Avenue to Interstate (ARFC)
 .97 miles @ \$124,000/mile = \$120,000

Subtotal **\$120,000**
Running Total **\$2.58 million**

SEGMENT E:

Interstate 8 to Avenue 3E (3" R..R. + 1/2" ACFC)
 1.6 miles @ \$336,000/mile = \$540,000

Subtotal **\$540,000**
Running Total **\$3.12 million**

EXHIBIT B

SEGMENT F:

Avenue 3E to Araby Road (3"AC overlay + Chip seal coat)
3.5 miles @ \$330,000/mile =

\$1.2 million

Subtotal

\$1.2 million

Running Total

\$4.32 million

Business 8

SEGMENT G:

Milepost 0.0 to 4.2 (3" R.R. + 1/2" ACFC)
4.2 miles @ 336,000/mile =

\$1.40 million

Subtotal

\$1.40 million

Running Total

\$5.72 million

SEGMENT H:

Milepost 7.0 to 11.5 (3" R.R. + 1/2" ACFC)
4.5 miles @ 336,000/mile =

\$1.50 million

Subtotal

\$1.50 million

Running Total

\$7.22 million

Interstate 8 (Yuma Area)

SEGMENT I:

South Frontage Road
Avenue 4E to 7E (2-1/2" overlay + seal coat)
3.2 miles @ 108,333/mile =

\$350,000

Subtotal

\$350,000

Running Total

\$7.57 million

SEGMENT J:

North Frontage Road
Avenue 3E to 4E (2-1/2" overlay + seal coat)
1 mile @ 110,000/mile =
guard rail/slope flattening

\$110,000

\$50,000

Subtotal

\$160,000

Running Total

\$7.73 million

EXHIBIT B

Interstate 8 Dateland Area Frontage Roads

SEGMENT K:

South Frontage Road

Milepost 57.5 to 68.5 (existing 26' dirt roadway, {4"AB+AB Treatment + seal coat})

11 miles @ \$66,000/mile = \$730,000

Subtotal	\$730,000
Running Total	\$8.46 million

SEGMENT L:

Milepost 68.5 to 71.3 (existing 40' asphalt roadway, {2-1/2"overlay + seal coat})

2.8 miles @ 167,000/mile = \$470,000

Rubber Crack Seal \$100,000

Subtotal	\$570,000
Running Total	\$9.03 million

SEGMENT M:

Milepost 71.3 to 78.9 (existing 26' asphalt roadway, {2-1/2"overlay + seal coat})

7.6 miles @ \$108,333/mile = \$825,000

Subtotal	\$825,000
Running Total	\$9.86 million

SEGMENT N:

North Frontage Road

Milepost 55.1 to 72.7 (existing dirt & millings, 26' wide {4"AB+AB Treatment + seal

coat}) 17.6 miles @ \$66,000/mile \$1.2 million

Subtotal	\$1.2 million
Running Total	\$11.06 million

SEGMENT O: (Costs includes design, construction, right of way)

Intersection Improvements:

US95 & Business 8 \$3 million

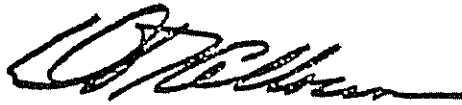
Subtotal	\$3 million
Running Total	\$14.06 million

TOTAL	\$14.1 million
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RESOLUTION

BE IT RESOLVED on this 24th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined- that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County, the City of Yuma, the City of San Luis, the Town of Wellton and the Cocopah Indian Tribe for the purpose of defining responsibilities for the SR-95 Area Service Highway project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

YUMA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 72

AUTHORIZING ITS DULY ELECTED CHAIRMAN TO ACT IN ITS BEHALF TO ADMINISTER THE INTERGOVERNMENTAL AGREEMENT, BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE PARTICIPATING AGENCIES IN THE YUMA COUNTYWIDE AREA, FOR CONSTRUCTION OF THE AREA SERVICE HIGHWAY

WHEREAS: The Yuma Metropolitan Planning Organization, herein after referred to as the "YMPO," is the regional transportation planning agency in the Yuma Countywide Area, and operates under and complies with all Federal, State, and Local statutes on transportation matters; and

WHEREAS: The YMPO's adopted *1995-2015 Countywide Transportation Plan* includes a proposed new highway, called the Area Service Highway, herein after referred to as the "ASH," located from Interstate 8 at County 6 ½ E (Araby Road) to the City of San Luis, Arizona at U.S. 95 and County 23rd Street, a distance of approximately 26 miles, incorporated herein and shown in Figure VI-2 (of the *1995-2015 Countywide Transportation Plan*), a copy of which is attached hereto and made a part hereof; and

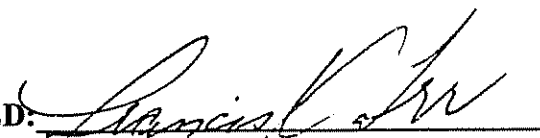
WHEREAS: The YMPO's adopted *1999-2003 Transportation Improvement Program* includes the proposed ASH; and

WHEREAS: The YMPO supports and desires that the ASH be constructed, in accordance with the Intergovernmental Agreement between the Arizona Department of Transportation and the Participating Agencies in the Yuma Countywide Area, approved by the YMPO Executive Board on October 8, 1998;

NOW THEREFORE BE IT RESOLVED that the Yuma Metropolitan Planning Organization will work with the Arizona Department of Transportation and each of the Participating Agencies to administer the Intergovernmental Agreement, in the best interests of each agency, for the construction of the Area Service Highway.

ADOPTED this 29 day of Oct, 1998

SIGNED:


FRANCIS X. IRR, Chairman
YMPO Executive Board

TOWN OF WELLTON

RESOLUTION #342

WHEREAS the Town of Wellton recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County Arizona and the governmental entities within the County of Yuma, State of Arizona; and,

WHEREAS the Town of Wellton supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6 ½ E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 Countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

WHEREAS the Town of Wellton supports the 1999-2003 YMPO Transportation Improvement Program which includes the Area Service Highway described above; and,

WHEREAS the Town of Wellton desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway.

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Wellton
authorizes its duly elected Mayor to sign the Intergovernmental Agreement titled:

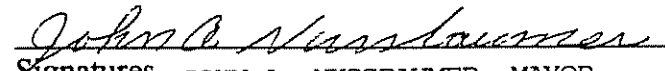
INTERGOVERNMENTAL AGREEMENT
BETWEEN
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COUNTY OF YUMA, CITY OF YUMA,
CITY OF SAN LUIS, TOWN OF WELLTON AND
COCOPA INDIAN TRIBE

AREA SERVICE HIGHWAY PROJECT AGREEMENT

in the form presented by the YMPO; and

Further **RESOLVES** that the YMPO is authorized to act on its behalf in the
administration of the Intergovernmental Agreement.

Done this 27th day of October, 1998, in Yuma, Arizona



Signatures JOHN A. NUSSBAUMER, MAYOR

ATTEST:

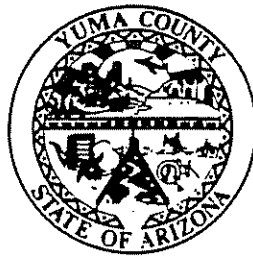


GARY L. RINEHART, TOWN MANAGER

Yuma County
Yuma, Arizona

OFFICE OF
THE BOARD OF SUPERVISORS

198 Main Street
Yuma, Arizona 85364



BOB McCLENDON
DISTRICT 1
LUCY SHIPP
DISTRICT 2
KATHRYN "CASEY" PROCHASKA
DISTRICT 3
CLYDE CUMING
DISTRICT 4
JIM BUSTER
DISTRICT 5
WALLY HILL
COUNTY ADMINISTRATOR

RESOLUTION NO. 98-68

WHEREAS the County of Yuma recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County Arizona and the governmental entities within the County of Yuma, State of Arizona, and,

WHEREAS the County of Yuma supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6 ½ E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 Countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

WHEREAS the County of Yuma supports the 1999-2003 YMPO Transportation Improvement Program which includes the Area Service Highway described above; and,

WHEREAS the County of Yuma desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Yuma authorizes its duly elected Chairman to sign the Intergovernmental Agreement titled:


INTERGOVERNMENTAL AGREEMENT
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CITY OF SAN LUIS, TOWN OF WELLTON AND
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AREA SERVICE HIGHWAY PROJECT AGREEMENT

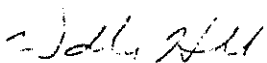
in the form presented by the YMPO; and

Further **RESOLVES** that the YMPO is authorized to act on its behalf in the administration of the Intergovernmental Agreement

Done this 19th day of October, 1998, in Yuma, Arizona.


Kathryn "Casey" Prochaska - Chairman of the Board

ATTEST.


Wally Hill, Clerk of the Board/
County Administrator



Resolution

RESOLUTION NO. 392

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

WHEREAS the City of San Luis recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County, Arizona and the governmental entities within the County of Yuma, State of Arizona; and,

WHEREAS the City of San Luis supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with County 6½ E ("Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 Countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

WHEREAS the City of San Luis supports the 1999-2003 YMPO Transportation Improvement Program which includes the Area Service Highway described above; and,

WHEREAS the City of San Luis desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Luis authorizes its duly elected Mayor to sign the Intergovernmental Agreement titled:

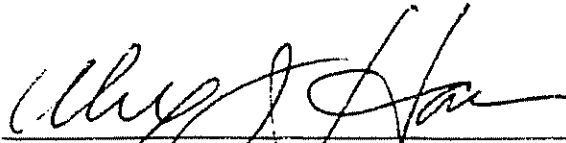
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AREA SERVICE HIGHWAY PROJECT AGREEMENT

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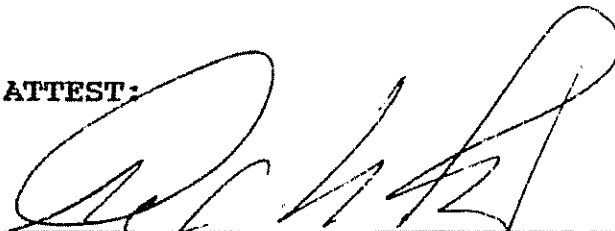
PAGE 2
RESOLUTION NO. 392
SAN LUIS CITY COUNCIL

PASSED AND ADOPTED this 28th day of October, 1998,
in the City of San Luis, Arizona.




Alex Joe Harper, Mayor

ATTEST:



Alex U. Ruiz, City Manager

APPROVED AS TO FORM:



Gerald W. Hunt, City Attorney

WHEREAS the Cocopah Tribe recognizes and participates in the Yuma Metropolitan Planning Organization (YMPO) as the regional transportation planning agency that acts on behalf of and for the benefit of regional transportation planning within Yuma County Arizona and the governmental entities within the County of Yuma, State of Arizona; and,

WHEREAS the Cocopah Tribe supports and desires that an Area Service Highway be constructed from the junction of Yuma County 23rd Street and State Highway U.S. 95 in the City of San Luis, Arizona to Interstate 8 at its intersection with county 6 1/2 E (Araby Road") a distance of approximately 26 miles, and the exact location thereof being more particularly set forth and delineated upon the map attached hereto as Exhibit A and incorporated herein and shown in Figure VI-2 of the YMPO's adopted 1995-2015 countywide Transportation Plan, a copy of which is attached hereto and made a part hereof; and,

WHEREAS the Cocopah Tribe supports the 1999-2003 YMPO Transportation Improvement Program which included the Area Service Highway described above; and,

WHEREAS the Cocopah Tribe desires to see the construction of the above described Area Service Highway and participate in the Intergovernmental Agreement with the State of Arizona Department of Transportation and other Local Governmental Units for the construction and financing of said highway.

NOW THEREFORE BE IT RESOLVED that the Cocopah Tribal Council authorizes its duly elected Chairman to sign the Intergovernmental Agreement titled

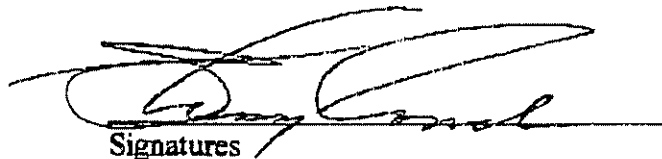
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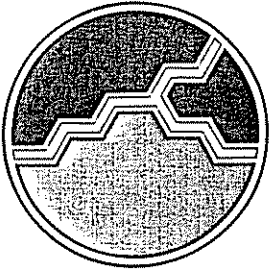
AREA SERVICE HIGHWAY PROJECT AGREEMENT

in the form presented by the YMPO; and

Further **RESOLVES** that the YMPO is authorized to act on its behalf in the administration of the Intergovernmental Agreement.

Done this 9th day of October, 1998, in Yuma, Arizona


Signatures



City of YUMA

**Office of the
City Clerk**

180 West First Street
Yuma, Arizona 85364
(520) 783-1274
FAX (520) 343-8871

CERTIFICATION

I, Brigitta K. Stanz, do hereby certify that I am the duly appointed City Clerk of the City of Yuma, Arizona, and that item B17 on the attached City Council agenda of December 16, 1998, an Intergovernmental Agreement for the Area Service Highway (ASH), was approved by the City Council at the meeting of December 16, 1998.

Brigitta K. Stanz

Brigitta K. Stanz, City Clerk

12-17-98

Date

12/15/98

Revised

AGENDA
CITY OF YUMA REGULAR COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
180 W. FIRST STREET, YUMA, ARIZONA
DECEMBER 16, 1998 5:30 P.M.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYORAL PROCLAMATIONS AND AWARDS

I. CONSENT AGENDA

All matters listed under Item I, Consent Agenda, are considered to be routine by the City Council and will all be enacted by one motion in the form listed below. There will be no separate discussion of said items unless good cause is shown prior to the time Council votes on the motion to approve.

A. Minutes for the Regular Council Meeting of December 2, 1998.

B. Approval of Staff Recommendations

1. Executive Sessions:

That Executive Sessions be held at the next regularly scheduled Worksession and Council Meeting for legal, real estate and personnel matters pursuant to A.R.S. Sec. 38-431.03 Section A(1), (3), (4), and (7).
(City Attorney)

1 2. Special Event Liquor License

Approve application of John A. Franco, as agent for the Knights of Columbus #9378, for a Special Event Liquor License for a fund raiser. The fund raiser will be held Sunday, February 14, 1999 at Immaculate Conception Church, 505 S. Avenue B, Yuma. (SP98-20) (City Clerk)

3 3. Special Event Liquor License

Approve application of Duane Keith Burbridge, as agent for the Yuma Jaycees, for a Special Event Liquor License for the 54th Annual Silver Spur Rodeo. The rodeo will be held February 12-14, 1999 at the Yuma County Fairgrounds, 2520 E. 32nd Street, Yuma. (SP98-21) (City Clerk)

5 4. RFP No. 97301: Amendment to Contract for Riverfront Development Support Activities

Authorize a contract amendment with Planning Resources, Inc., Tucson, Arizona for Riverfront Development Support Activities for the second year of service with the option to renew for a third year of service, depending on the appropriation of funds for future year service. Fees are not to exceed \$75,000 annually. (Community Development/Engineering & Construction Services)

7 5. RFP No. 97323: Amendment to Contract for Data Communications Technical Advisory Services

Authorize a contract amendment for additional consulting for technical advisory services in reviewing, assessing and recommending enhancements to the City's data communications infrastructure. (Information Technology Services)

10 6. Bid No. 1999000008: 12 Cubic Yard Combination Flushing and Vacuum Truck Body

Award to lowest responsive/responsible bidder meeting specifications for a 12 Cubic Yard Combination Flushing and Vacuum Truck Body including installation for a total cost of \$137,114.30 (excluding tax) to: Arizona Wastewater Inc., Prescott, Arizona. (Public Works)

14 7. **Bid No. 99052: Traffic Signal and Waterline Installation at 8th Street and Magnolia Avenue**

Award to lowest responsive/responsible bidder for Traffic Signal and Waterline Installation at 8th Street and Magnolia Avenue, at a total cost of \$128,982.70 to: B.T.Z., Inc. dba: Zeller's, Yuma, Arizona. (Community Development/Engineering and Construction Services)

17 8. **Amendment to Sole Source Contract: Annual Contracts for Truck Parts**

Authorize a contract amendment in the amount of \$15,000 for a revised total contract of \$30,000 to Bridgeport Refuse Trucks, Bridgeport, TX. (Financial Services/Materials Management)

19 9. **Ratification of Action: Desert Hills Golf Course (DHGC) New Well/Pump Relocation**

Ratify Purchase Order #901209 for award to lowest responsive/ responsible bidder for DHGC new Well/Pump Relocation for a total cost of \$34,350.81 in accordance with the City Code of Ordinances, Section 12-61, Emergency Procurement, to: J.A. Deere & Son Well Drilling, Somerton, AZ. (Community Development/Engineering and Construction Services)

23 10. **Ratification of Contract Increase: Purchase Order No. 802274 for CIP No. 5.9613 (Colorado River Multi-Use Pathway)**

Ratify a contract increase of \$91,902.78 to Purchase Order No. 802274 for the Colorado River Multi-Use Pathway/C.I.P. No. 5.9613. (Community Development/Construction and Engineering Services)

26 11. **Amendment to Final Statement for use of Community Development Block Grant (CDBG) Funds**

Approve an amendment to the City of Yuma Final Statement for the use of Community Development Block Grant (CDBG) funds which will program FY 97/98 CDBG program income of \$29,527.02 and reprogram \$9,488.13 recaptured from CDBG activities completed in FY 97/98. (Community Development/Planning and Development)

36 12. **Base Station Hospital Contract**

Authorize the City Administrator to renew the Base Station Contract with Yuma Regional Medical Center to provide medical control as required by Arizona State law. This medical control allows Fire Department Emergency Medical Technicians (EMT), Intermediate Emergency Medical Technicians (IEMT), and Certified Emergency Paramedics (CEP) to provide emergency medical services. (Fire Department/Suppression/EMS)

45 13. **Prosecution Services Agreement and Prosecution Consultant Services Agreement**

Authorize execution of an agreement with Bruce Yancey to serve as a temporary prosecutor for the City of Yuma, to commence December 21, 1998 and will not continue beyond March 31, 1999 and authorize agreement with Roger Nelson for prosecution consultant services. (City Attorney)

47 14. **Final Subdivision Plat for Cielo Verde Subdivision, Phase 1**

This is a request for final plat approval of the Cielo Verde Subdivision, Unit 1 located on the south side of 32nd Street, largely between Avenue 8E and Avenue 8 ½ E. The applicant is Dahl, Robins & Associates, on behalf of Concord Intercontinental Investment "1" LLC. (Community Development/Planning and Development) (Z1997-026)

63.1 15. **City Administrator Salary Compensation Adjustment**

Approve a compensation adjustment to the salary of City Administrator Joyce Wilson. (Mayor and Council)

63.3 16. **Stipulation and Judgement for Annexation Litigation**

Approve Stipulation and Judgement for SC-98-V000667 and SC-98-V000741 and authorize withdrawal of annexation petitions. (City Administration)

63.5 17. **Intergovernmental Agreement for Area Service Highway**

Authorize and approve execution of an Intergovernmental Agreement for the Area Service High project. (City Administration)

SUGGESTED MOTION: To approve the CONSENT AGENDA as recommended:

M/ _____ S/ _____ RC/ _____

II. RESOLUTION CONSENT AGENDA

All matters listed under Item II, Resolution Consent Agenda, are considered to be routine by the City Council and will all be enacted by one motion. There will be no separate discussion of said items unless good cause is shown prior to the time Council votes on the motion to approve.

Mayor will ask Council if there are any resolutions to be pulled for separate consideration. Mayor then directs Clerk to read titles of resolutions not pulled from the resolution consent agenda.

64 A. Resolution No. R98-54: Colorado River Regional Sewer Coalition (CRRSCo)

Authorize the City to join CRRSCo., pay dues amounting to \$1000 per year and designate primary and alternate representatives for voting purposes. (Public Works)

67 B. Resolution No. R98-55: City of Yuma Deferred Compensation Plans (Emergency Clause)

Amend and restate Resolutions 2236, 2251, 2349, 2350, 2362, 2754 and 2755 adopted originally on July 15, 1981 and amended on several different dates, the latest being October 6, 1993, as provided in the Adoption Agreement and Plan and Trust due to changes in the Internal Revenue Service Code. According to Internal Revenue Service Code all amendments and the adoption of a trust must take place prior to January 1, 1999 in order for the Plans to comply with their regulation. (Financial Services/Accounting)

69.1 C. Resolution No. R98-56: Development Agreement for Cielo Verde Master Planned Community

Authorize a development agreement with Concord Intercontinental Investments, "I" LLC, owner of property generally located south of 32nd Street, between Avenue 8E and Avenue 8 ½ E, proposed to be developed as the Cielo Verde Master Planned Community. (Community Development/Planning and Development)

SUGGESTED MOTION: To approve the RESOLUTION CONSENT AGENDA as recommended:

M/ _____ S/ _____ RC/ _____

II. ADOPTION OF ORDINANCES

Mayor directs Clerk to read title of ordinances prior to motion to adopt.

- 70 **A. Ordinance No. O98-89: Rezoning of property located south of 32nd Street between Avenue 6E and Avenue 8E, Yuma**

This is a request to rezone property from the Agriculture (AG) District to the Planned Shopping Center (PSC) District; the Limited Commercial (B-1) District; the Residential Manufactured Housing (RMH) District; the Manufactured Housing Subdivision (MHS) District; the Manufactured Housing Park (MHP) District; the High Density Residential (R-3) District; the Low Density Residential (R-1-8) District; and the Low Density Residential/Public Overlay (R-1-8/P) District. The applicant is Ron Cantrell on behalf of Castillo Southwest Development, Inc. (Z1997-026; aka The Lakes of Yuma) (Community Development/Planning and Development Services)

M/_____ S/_____ RC/_____

IV. INTRODUCTION OF ORDINANCES

Mayor directs Clerk to read title of ordinances.

- 106 **A. Ordinance O99-01: Rezoning for property located at 865 W. 32nd Street**

This is a request to rezone property from the Manufactured Housing Park (MHP) District and the Transitional (TR) District to the General Commercial (B-2) District. The applicant is Nicklaus Engineering on behalf of Frank Mihaloupoulos and Dwight Nelson. (Z1998-014) (Community Dev/Planning and Development)

- 115 **B. Ordinance O99-02: Rezoning for property located on the south side of Highway 80 (south Frontage Road), at Mesa Avenue**

This is a request to rezone property from the Agriculture (AG) District to the Recreational Vehicle Subdivision (RVS) District and the General Commercial (B-2) District. The applicant is Jacobson Engineering on behalf of Palm Shadows Partnership. (Z1998-26) (Community Development/Planning and Development)

- 130.1 **C. Ordinance O99-03: Repeal of Annexation Ordinance No. O98-76**

Authorize repeal of Ordinance No. O98-76 annexing to the City of Yuma the area as shown in annexation petition A98-08. (City Administration)

V. PUBLIC HEARINGS - There are no public hearings scheduled at this meeting.

VI. ORAL AND WRITTEN COMMUNICATIONS

A. Council

Discussion and possible action on the following items:

1. Motion to schedule Executive Sessions/Special Meetings.
2. Appointments to Boards, Commissions, Committees and Offices.

B. Staff

C. Public - If a person wishes to be heard, see "HOW A CITIZEN CAN BE HEARD" on the Agenda Cover Sheet. Comments are being recorded.

VII. INFORMATIONAL ITEMS

VIII. STAR AWARDS

Recognition of the Third Quarter 1998 STAR (Successful Teams Achieving Results) Award recipients; reception to follow meeting in the City Hall Conference Room.

IX. EXECUTIVE SESSION

An Executive Session will be held during this meeting to discuss pending Legal/Personnel/Real Estate matters. An agenda will be posted 24 hours in advance.

ADJOURNMENT

In accordance with the Americans With Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504), the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: Linda Corpe, ADA/Section 504 Coordinator; 100 N. Main Street, Yuma, AZ 85364; (520) 783-1279 or TDD (520) 343-8877.

APPROVAL OF THE YUMA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPAH INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16th day of December, 1998.

Steven W Moore
City Attorney



City of San Luis

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23222 FIRST STREET
SAN LUIS, ARIZONA 85349-1170
(520) 627-2027; TDD (520) 627-8525
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ALEX JOE HARPER, mayor
JOSE L. SUAREZ, vice mayor

PEDRO JULIAN, councilmember
CARLOS BERNAL, councilmember
CHARLES PAGE, councilmember
GUILLERMINA FUENTES, councilmember


ALEX U. RUIZ, CITY ADMINISTRATOR

JPA 98-175

APPROVAL OF THE SAN LUIS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPA INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the city under the laws of the State of Arizona.

DATED this 11th day of December, 1998.



City Attorney

APPROVAL OF GENERAL COUNSEL FOR THE
COCOPAHI INDIAN TRIBE

I have reviewed the above referenced proposed intergovernmental agreement,
between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and
the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF
WELLTON and the COCOPAHI INDIAN TRIBE and declare this agreement to be
in proper form and within the powers and authority of the Cocopah Indian Tribe.

DATED this 17 day of December, 1998.

Wm. Michael Smith by
General Counsel for the Cocopah
Indian Tribe

Carl A.
Bowman

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPAH INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.


DATED this 17th day of November, 1998.


County Attorney

APPROVAL OF THE WELLTON TOWN COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and the CITY OF YUMA, YUMA COUNTY, the CITY OF SAN LUIS, the TOWN OF WELLTON and the COCOPAH INDIAN TRIBE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 21st day of March, 1998.


Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

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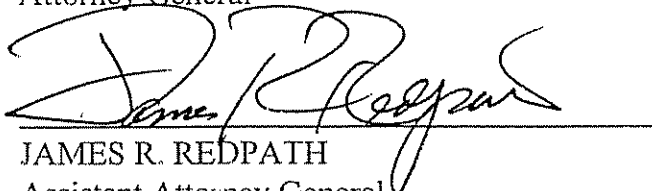
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2562TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 31, 1998.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/17701

cc.